

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 21-CIV-60214-RAR

**ACUSHNET COMPANY and
SCOTT CAMERON GOLF DESIGN, INC.,**

Plaintiffs,

vs.

AIGOLF STORE, et al.,

Defendants.

/

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE comes before the Court on Plaintiffs’ Motion for Entry of Final Default Judgment [ECF No. 35] (“Motion”). For the reasons set forth in the Order Granting the Motion [ECF No. 36] entered separately, it is

ORDERED AND ADJUDGED that judgment is hereby entered in favor of Plaintiffs, Acushnet Company, and Scott Cameron Golf Design, Inc. (“Plaintiffs”), and against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule “A” hereto (“Defendants”), as follows:

(1) **Permanent Injunctive Relief**

Defendants and their respective officers, directors, employees, agents, subsidiaries, distributors, and all persons acting in concert or participation with Defendants are permanently restrained and enjoined from:

a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or

using Plaintiffs' trademarks, or any confusingly similar trademarks identified in Paragraph 16 of the Amended Complaint [ECF No. 19] ("Acushnet Marks");

b. using the Acushnet Marks in connection with the sale of any unauthorized goods;

c. using any logo and/or layout that may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;

d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;

e. engaging in any act that is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs;

f. using any reproduction, counterfeit, copy, or colorable imitation of the Acushnet Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;

g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiffs, or in any way endorsed by Plaintiffs and from offering such goods in commerce;

h. otherwise unfairly competing with Plaintiffs;

i. using the Acushnet Marks, or any confusingly similar trademarks, on e-commerce marketplaces, domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any

advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to e-commerce stores, websites, or seller identities, registered by, owned, or operated by Defendants; and

j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

(2) **Additional Equitable Relief**

a. Upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the e-commerce stores operating under the seller identification names set forth on Schedule "A" hereto ("Seller IDs"), including but not limited to Alibaba.com Hong Kong Limited, which operates AliExpress.com, ContextLogic, Inc., which operates Wish.com, DHgate.com, and eBay.com, shall permanently remove any and all listings and associated images of goods bearing and/or using counterfeits and/or infringements of the Acushnet Marks via the e-commerce stores operating under the Seller IDs, and upon Plaintiffs' request, any other listings and images of goods bearing and/or using counterfeits and/or infringements of the Acushnet Marks associated with or linked to the same sellers or linked to any other alias e-commerce stores, seller identification names, user names, being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing and/or using counterfeits and/or infringements of the Acushnet Marks.

b. Upon Plaintiffs' request, Defendants and any Internet marketplace website operators and/or administrators, who are in possession, custody, or control of Defendants' goods bearing and/or using one or more of the Acushnet Marks, including but not limited to Alibaba.com

Hong Kong Limited, which operates AliExpress.com, ContextLogic, Inc., which operates Wish.com, DHgate.com, and eBay.com, shall permanently cease fulfillment of and sequester those goods, and surrender those goods to Plaintiffs.

(3) Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. section 1117(c) are determined to be \$1,000,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willfulness of each Defendant's conduct and the deterrent value of the award imposed, and the award falls within the permissible statutory range under 15 U.S.C. section 1117(c).

(4) All funds currently restrained or held on account for all Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform ("AliExpress"), Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. ("Ant Financial Services"), AliPay (China) Internet Technology Co. Ltd. and Alipay.com Co., Ltd., and Alipay Singapore E-Commerce Private Limited (collectively, "Alipay"), Worldpay US, Inc. ("Worldpay"), ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, and PayPal, Inc. ("PayPal"), and their related companies and affiliates are to be immediately (**within five (5) business days**) transferred by the previously referred to financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by Defendants, to Plaintiffs and/or Plaintiffs' counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but

not limited to, AliExpress, Ant Financial Services, Alipay, Worldpay, ContextLogic, Dunhuang Group, Camel FinTech Inc, PayPal, and their related companies and affiliates, shall provide to Plaintiffs at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) the total funds released per Defendant to Plaintiffs.

(5) Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

(6) The bond posted by Plaintiffs in the amount of \$10,000.00 is ordered to be **RELEASED** by the Clerk of Court.

(7) The Court **RETAINS** jurisdiction to enforce the Final Judgment and Permanent Injunction.

DONE AND ORDERED in Fort Lauderdale, Florida, this 9th day of April, 2021.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

SCHEDULE "A"
DEFENDANTS BY NUMBER, SELLER ID, FINANCIAL ACCOUNT
INFORMATION, INFRINGING PRODUCT NUMBER, AND E-MAIL

Defendant Number	Defendant / Seller ID	Financial Account Information: Payment Account / Store Number	Infringing Product Number / E-mail Address
1	aiGOLF Store	910444207	1005001614555537 1005001831511267 1005001415891120
2	Andiarysport Store	910901007	1005001605560891
3	DKSPORTS Store	3213042	1005001446655263
4	Echogolf Store	5588328	4000702316694
5	Golfgrips Supermarket Store	910334130	1005001325633256
6	GolfLoverManufacturer Store	910324302	1005001319385257
7	GOOD LOFT Store	5794100	4001274228820
8	iGolf Store	910365317	1005001472012926 1005001463506831
9	Luckygolf1987 Store	5744100	4001289144601 1005001380790677
10	MUT sprots Store	2391077	33041402188 4000959553560
11	PXGTOPER Store	4553006	4000744531890 4000316842463 pxgtooper@163.com
12	SC Factory Store	1727153	1005001352566721 1005001578028801
13	SC_Factory Store	910732074	1005001578028801 297025451@qq.com
14	Shop3212107 Store	3212107	4000034053984
15	Shop5595314 Store	5595314	4001300995057
16	Shop5781620 Store	5781620	4001011288310 4001007487747
17	Shop5888851 Store	5888851	4001193349153
18	Shop5972047 Store	5972047	1005001265466960 1005001695271037
19	Shop900247485 Store	900247485	4001284148489
20	Shop910329362 Store	910329362	1005001335238647
21	Siranliver Store	5477010	10000016716875
22	VERYSports Store	1046778	4001224770744 1005001763318598
23	Well-Known Clubs Store	5882625	1005001267303489
24	KQ9019 Store	Store No.: 5579019 huangqinbing88@163.com	4001079589078 4000987604308 4000575333338

25	Shop900240195 Store	Store No.: 900240195 673517662@qq.com	1005001357679827
26	ande-4785	anya.devi@asyifa.heppy.team	363071812629
27	asju-17	juto11029asen@gmail.com	164325521642
28	behary-0	burunglovebirts@yahoo.com	402356904680
29	binnaf_store	rungkatbinnafsih9@gmail.com	233640588438
30	c59wol39	c59wolusongo@yahoo.com	402332127229
31	coc6878	coclohtwo@gmail.com	383636683583
32	cola-7601	danayuli97@gmail.com	402332487240
33	cueretpe-76	cueretpenyetauo64@yahoo.com	224113726928
34	dedden.store	dedideni660@yahoo.com	184428963897
35	diapri_93	dimasaprianto97@yahoo.com	303672388654
36	erodul-0	ojookakeanmicin093@yahoo.com	402335561154
37	erusrayan_65	eruyatsuryaningrat18@yahoo.com	193556202329
38	fesam_3	fery.sambito@gmail.com	303666270179
39	haha_7586	jamilajamil973@gmail.com	193605510410
40	iito21	iitogcqw@tom.com	313110361999
41	ilyamuni.store	munir_ilyas@yahoo.com	174388656181
42	newari_0	semangkananas1@yahoo.com	392903933188
43	nug-3307	telekoontho7368@yahoo.com	383690386244
44	ojookakea27	ojookakeanmicin009@yahoo.com	333676425962
45	ojookakea-36	ojookakeanmicin086@yahoo.com	224117574857
46	paijolo74	paijolonanyar4@gmail.com	193563240585
47	rapet67	ratupetrok5@gmail.com	264787454682
48	rapy-0	ranipyta@yahoo.com	274468071931
49	sangh389	Cla_rke@126.com	373176427008
50	sapi7076	sapimoo02@gmail.com	133502265028
51	yest_store	relist2020@hotmail.com	373174476073
52	cindysports	20826346	545613472
53	Highqualit04	21553347	570086603
54	huigolf22	21559900	575776704
55	market999999	20481541	403680814
56	BasketballPP	5f69a2b37cc0a0d3f0d40d9a	5f88fa8655768140de8715f6
57	bnmxfr	5f8526299a9d9000488ed466	5f8fcae5a281df124c3efb7a
58	BriannaMonroe	5f6719dbab83be25411b90f7	5f9240e0740746a83f5bebfa
59	chenxuai	59ccf593eea5c53fc66a8d7a	5f6aee58c189500516f3d23
60	Close together	5f69a9cb06aeb544f9001b1e	5f8900b637ef4cf42b515420
61	Dimet673	5f5ca38ef39e94e84c6eb1be	5f6abc62ced11300443e3975
62	eunicer	5a558feb6b5016230dc4f48f	5f61d4bbe574a50041b55ab8
63	fdvgbh	5e5b6aed60863e8340b4112f	5f927d083ea48b0c303adf73
64	gfdrt	5e5b98712861d59780283f28	5f6809b4aaab8512a67fa0b9
65	gjfkgfjfk	5f83f37de6dcf795c5d8dad8	5f8d2c860697678f34feb251
66	HERONGHUI241	5f0d695e0205239d4ddc92f7	5f8e3378719876028273ea60

67	hgtyrt	5e5baf4bf5995f144ace1113	5f602f0bb8e53309e11f2aa2
68	hhtrsryesy	5ee5c7c137ba913e1736c043	5f896f6171ebf11bb641d4a2
69	huhtulk	5e5b42198e8b86c825591cf4	5f927ce2f2dafa004961b079
70	KEKEYY	5f678f5a2f66f3345d951c77	5f6d52f2a498d58dab35eef1
71	nnvhuqupo	5aea61f6cc8a25111e5c40fe	5f51bcf17db1df0565c54dfe
72	oijjnmhfgv	5d4be48b22f30121fdb18417	5f6b12533a6f24166c18a820
73	qimhfkiu	5e5b58726ac64edb57f9d8be	5f6b0c2fbaf593004db51883
74	qingchunwuji	5e5b1c0a6ac64e3780fa812f	5f7acfb8f377b59731dc88db
76	SESESER	5f678a2206aeb5c6b000178b	5f6d7ec1898dbb7a7cfc9427
77	shunlidli	5e5b5d0777179edd066c9bba	5f6170bcbdcbbc003dad09a9
78	tianqigg	5e5b1f168e8b86b104591cf1	5f927cd676cdb60a84cc2350
79	vbmzrtearew	5e996211eece766e87664102	5f4ca647c5374b004646eca8
80	wderfg	5e5b66cf35e4cbe679d6f3ec	5f6b0ba1cdf68315c757366a
81	Yeisdalioakjoio	5f69b4843c79da86dd1242f3	5f924de40ca21e5cf391c4f9